

1897-036 Chancery Causes: S. W. Owens vs. Adm. of Emma Greer &
Lee Co.

Weston, Robinett, Lawson, Johnson, Fisher, Neely, Harris

CA-Debt
T-Property

To the Honorable W. T. Miller, Judge of the Circuit Court of Lee County, Virginia:-

Your orator, S. N. Owens, would respectfully represent and shew unto your honor that on the 27th day of July 1895, he obtained before H. C. Jozlyn, one of the Justices of said county, a judgement against W. P. Weston, Administrator of the estate of Emma Greer, deceased, for the sum of \$35.00, with interest thereon from the 1st day of August 1892, 'till paid and \$1.50 costs. Your orator would further represent unto your honor that an execution on the said judgement was issued by the said Justice directed to J. B. Shufflebarger, a constable of said county, who returned the same no property found. Your orator would further represent unto your honor that the personal estate of the said Emma Greer is not sufficient to pay the indebtedness which she incurred in her lifetime. Your orator would further represent unto your honor that in the lifetime of the said Emma Greer she was seized and possessed of certain lands situated in the said county, and that she sold or swapped the same to one S. Peter Robinett and executed to the said Robinett a deed of conveyance for the same and received in return therefor the following two tracts or parcels of land, of which the said Emma Greer was possessed and seized in equity in her lifetime, and which said tracts ^{are} ~~are~~ situated in the said county on Blackwater, the first tract containing 57 acres adjoining the lands of Thomas Lawson, James Johnson, Tip Willis and Frank Wygal, the second contains about 7 acres and adjoining the lands of Jacob Flanary, Frank Wygal and James Johnson. Your orator would further represent that the said Emma Greer used, owned, occupied and controlled the said two tracts of land and that the said S. Peter Robinett recognized her as the legal owner thereof; but so far as your orator has been able to ascertain the said S. Peter Robinett never executed to the said Emma Greer any deed of conveyance to these two said tracts of land.

Your orator would further represent that his said judgement has ~~been~~ been properly docketed and indexed in the proper lien docket in the Clerk's office of the County Court of Lee County. He also alleges

that the said judgement is still due and that no part ~~of~~ thereof has been paid. A copy of said judgement is herewith filed as part hereof marked "A."

Now, therefore, in so much as your orator is remediless save in your honors court of equity, he prays that the said W. P. Weston, Administrator, as aforesaid, the said S. Peter Robinett and Frank Greer and Emma Greer, the last two of whom are infants and the children and heirs at law of the said Emma Greer, deceased, be made the parties defendant to this bill and that they be required to answer the same, but not on oath, that being waived; and that upon a final hearing the said S. Peter Robinett be required to execute a deed of conveyance; and that the said W. P. Weston, Administrator, as aforesaid, be required to settle his administration account; and should your orator be correct in saying that there are no funds in the hands of the Administrator with which to pay his lien aforesaid, then he prays that the said two tracts of land be subjected to the payment thereof.

Your orator asks that a proper Guardian Ad Litem be appointed for the said Frank and Emma Greer, infants as aforesaid

And your orator further prays that an account of the ~~liens~~ ^{debts, &c.} against the said ~~estate~~ ^{estate} two tracts of land be ascertained and reported to this Honorable court.

And your orator prays for all general and further relief as the equity of his case will allow.

May process issue, directed, &c.

Or, Blankenship & Ewing,
P.Q.

Plffs Costs

C 3.87
Tax 1.50
Atty 5.00
G.A.D. 5.00
Estimated 5.00
Sheriff 2.50
J.P. 1.50
Comm 5.00
Wits 1.00

~~29.87~~

42.02

29.87

12.15

3.66.95

73.39

97.85

S. N. Adams,
vs. Bill.

M. P. Weston, adm'r et al.

Ore, Clerkship & Ewing,

P. 9.

1895 1st Oct rules bill filed

& pa executed & D. N.

" 2nd Oct rules D. N.

Confirmed & cause set
for hearing by Plff

Plffs Costs

C 4.17

Tax 1.50

Atty 15.00

G.A.D. 5.00

Estimated 5.00

Sheriff 5.60

J.P. 1.50

Comm 15.00

Wits 4.00

\$ 56.77

To the Hon. W. T. Miller Judge
of the Circuit Court of Lee County,
Virginia.

The answer of W. P. Weston, administrator of the estate of Emma Green deceased. who is a party defendant to a bill filed in this Hon. Court against him and others by S. S. Owens. Respondent would state that he has no personal knowledge of the matter and thing set out in the plffs bill; nor had he any information in regard thereto until the filing of the report in this case by Comr. Joslyn. Since that he has been informed and believes his information to be correct. That his intestate does not owe the debt or any part thereof asserted by the plff. But upon the contrary the plff owes this respondent just what sum he is unable to say, but believes proof can be made of the amount.

The debt reported in this case is, as he is informed is for the building of a house for his said intestate in her lifetime, who paid the plff therefor and ever paid him in the sale of ~~2~~ acres of land and the plff was to pay said intestate the overplus. But the house & the land to be valued against cash.

The plff went into the possession of said land, has held ever since and has sold it to one James Johnson who still holds it. The said Deuce never having conveyed the same.

Your respondent is informed that there is a writing held by the plff or assigned by him to said Johnson or others which will fully show this Contract.

He prays therefore that said report be re-committed and your respondent allowed to make proof thereof as a matter of justice to the estate of his decedent, and of which he had no knowledge at the time of Court. Justices report was that he knew to whom to apply for information. The 7 acres above referred to is the same mentioned in the plffs bill.

The judgement sued on is one obtained against your Complainant by warrant and he knew of no defense at the time - why the plff had it docketed and procees that fact your Complainant can not see it constitutes no lien upon the land of decedent, estate or gives him any priority whatever. The infants have the same right to defend this claim as if no judgement had been

Taken. Said infant guardian had no notice of the taking of said account, and the proceeding cannot bind them. The taking of the deposition in this case, without notice to the guardian ad litem is therefore void as to them. There is no proof of the debt after the judgment and the rents of the land are shown to be sufficient to pay the same.

For these reasons your respondent prays that said report be set aside and a new account taken when respondent will do all in his power to produce full proof of its payment of said debt.

It will be seen in all these proceedings there has been no steps taken to notify any of the family who were in fact ignorant of the same until the report had been filed. And having now fully answered the prayer to be dismissed with his costs.

Ondrewe Howell.

W. P. Weester adms

Ady { Successor

S. M. Owens

Filed in open court
and by leave thereof
March the 6th 1896
A. B. Munsey Clerk

S. N. Owens, Plaintiff.

Against (InChancery.

W. P. Weston, Adm'r, et al., Defendants.

To the Honorable W. T. Miller, Judge of the Circuit Court of Lee County, Virginia:-

The answer of Frank Greer and Emma Greer, infants by William A. Orr, Jr., their Guardian Ad Litem, to a bill filed in this Honorable Court against them and others, by S. N. Owens.

Respondents say that they are young and of tender years are not advised as to the justice of the Plaintiff's claim; they therefore ask that he be required to proceed in a strictly legal manner, and that your honor will protect their interest in every particular, and that they may be hence dismissed with their reasonable costs, etc.

Wm A Orr Jr.

Guardian Ad Litem for Frank and

Emma Greer.

S. N. Owens

vs. { Asaf G. L.

H. P. Weston *Stim*
et al

Guardian ad litem for Frank and

Emma Green.

County, Virginia:-

To the Honorable W. T. Miller, Judge of the Circuit Court of Lee

W. P. Weston, Com'r., et al., Defendants,

Against (In ...Chancery.

S. N. Owens, Plaintiff.

S. N. Owens

v-s J. Deem for Sale

W. P. Lester, Adm'r et al

This Cause came on this day to be heard upon the papers formerly read in the Cause, the report of Special Commissioner H. C. Joslyn, and argument of Counsel, and the exceptions to the said Commissioner's report; upon consideration of which the Court adjudge, order, and decree that that said report be confirmed as to the Complainant's debt and as to the land sold by Emma Deem to S. N. Owens, and the Exceptions to said report are sustained in other particulars. And, the Court further decrees that the plaintiff recover from the defendant W. P. Lester, Adm'r of Emma Deem the sum of thirty dollars with interest thereon from the 1st day of August, 1892, till paid, and the Costs of this suit, and that unless the same is paid within thirty days from the rising of this Court, G. D. Blankenship, who is hereby appointed a Special Commissioner for the purpose shall sell the land or ^a sufficient thereof to satisfy this decree on a credit of six, twelve and eighteen months time, except as to the Costs and expenses of sale which he will require to be paid down. (The land here decreed to be sold is the Welsh land ^{said land being by E. D. Deem to my wife & me} shown by evidence to contain 10 or 12 acres) He will make said sale at the front door of the Court house of Lee County, Va, on the first day of

Upon consideration whereof the Court is of opinion that the plaintiff has no security for his debt except the tract of land hereby decreed to be sold

S. W. Owens

Yadavon for Sale

W. P. Luceloro Adams
set at

Eu. Corb. p 535-

Corb.

W. P. Luceloro
Adams
set at
Eu. Corb. p 535-

some court, to the highest bidder, and he will require from the purchaser bonds with good security, waiving the Home- stead for the deferred payments. But before selling, he will execute bond before the Clerk of this Court in the penalty of \$150⁰⁰ as Conditioned according to Law, and he will advertise the time, place and terms of sale for at least thirty days by posting written notice thereof at the said Court house ^{door} and at two public places in the vicinity of the land. He will report to the next term of this Court and the Cause is continued.

S. N. Owens

against

W. C. Weston Schur of Emma Green et al's Defts

Deff } In chg.

On motion of the defts ^{W. C. Weston} Schur &c, the decree entered in this Cause on a former day of the term is set aside, and leave is granted him to file his answer, which was filed, and the plaintiff replied generally thereto, and the Cause then came on to be heard upon the bill of the plaintiff, and exhibits therewith, the answer of the defendant W. C. Weston Schur &c, & replication thereto, and the report of H. C. Joslyn Commissioner filed in the Cause Feb: 18th 1896, and exceptions filed thereto by said Schur and was argued by Counsel. On consideration thereof, it is adjudged, ordered and decreed that said exceptions be sustained, and the said report is recommitteed to said Commissioner, who will again proceed to discharge the duties heretofore assigned him, after giving to the ^{parties} parties, and the Guardian ad litem for the infant defendants, due notice of the time and place of his sittings. And will report his action to some future term of this Court, and the Cause is continued.

S. N. Owens

vs Decree No 3.

W. P. Weston Admr

O.B.P. 354

re
as

Enter this decree.

M. L. M.

Nov 6th 1896.

S. N. Owens

against

Plff.

In Chancery.

W. P. Weston administrator of the estate
of Emma Greer deceased, et als Defts

This cause came on again to be heard upon the
papers formerly read in the cause, and the report
of B. C. Joslyn Commissioner filed in the Cause
February 18th 1896, and was argued by Counsel,

On consideration thereof, ^{and said report being unopposed to} it is adjudged, ordered
and decreed, that said report be confirmed,

and that the plaintiff recover against the defend
ant W. P. Weston administrator of the estate of

Emma Greer deceased \$36.50 with legal interest
on \$35.00 part thereof from the 1st day of

August 1892, until paid, and the costs of this
suit, and it appearing to the Court from said report

that there are no assets in the hands of said
administrator with which to pay the above

recovery, and that the rents and profits of the
real estate will not in five years pay said

amount and costs. It is further adjudged, ordered
unless the amount of this decree & costs are paid within 30 days from the
and decreed that G. W. Blankenship, who is appointed

Commissioner for the purpose, do proceed
at the front door of the Court house of this

County, on some Court day, to sell to the highest
bidder, in one & two years time, except the

costs of suit and expense of sale which will be
required to be paid in hand, so much of

the real estate in the bill & said report

regardant to this cause & then

mentioned as will be necessary to pay the
amount of this decree and expense of said
sale, having first advertised the said sale
for at least thirty days by written advertise-
ments at the front door of the Court house
of this County and in the vicinity of said land.
Said Commissioner before selling will adver-
tise the time, terms and place of sale for at
least thirty execute bond before the Clerk of
this Court in the sum of \$100.⁰⁰ Conditioned
according to law, and report his action
hereunder to this Court at some future
term. And the Cause is Continued.

S. A. Curcio.

vs. Decree No 2.

W. D. Weston & Son
- et al.

O. B. O. 994

Entered in this decree.

W. J. W.

Mar - 5 - 1896.

S. N. Owens, Plaintiff.

Against--(---- In-----Chancery.

W. P Weston, Adm'r, et al., Defendants.

This cause came on to be heard on the bill of the Plaintiff, and exhibits therewith, the process duly executed on the Defendants, and ^{on} ~~the~~ ^{Wm. A. Orr, Jr.,} motion of the Plaintiff [^] was appointed Guardian Ad Litem for Frank Greer and Emma Greer, the infant defendants, and thereupon the said Guardian Ad Litem filed their answer, to which the Plaintiff replied generally, and the the cause came on further to be heard upon the answer of the said infants, and was argued by counsel; on consideration thereof, and the adult Defendants failing to appear, plead or answer, the bill is taken for confessed against them, and it is further adjudged, ordered and decreed that ~~the~~ [^] the Plaintiff recover against the Defendant, W. P. Weston, Administrator of the estate of Emma Greer, deceased, \$36.50, with legal interest on \$35.00, part thereof from the first day of August 1892, until paid, and the costs of this suit; and that H. C. Joslyn, who is hereby appointed a Commissioner for the purpose, do state and settle the account of the said W. P. Weston, administrator, as aforesaid, and that he ascertain and report the indebtedness against said estate, and whether or not the personal estate will be sufficient to pay the same, and if not what real estate belongs to said decedent is liable to be subjected to the payment of said ~~debt~~ ^{indebtedness}, where situated and the annual rental value thereof, and whether ^{not} [^] or the same will rent for a sum sufficient in five years to pay ~~said~~ indebtedness. The Commissioner before proceeding under this decree will give due notice to the Plaintiff and said administrator, and report his action to the next term of this court, and this cause is continued.

THE CONSTITUTION

S. H. Owens
vs. J. Deere
W. P. Weston, Admr, et al.

Order Book P. 267

Enter this Secret

Nov. 12, 1895.

Virginia

At a Circuit Court Continued and held
for Lee County at the Court-house thereof
on the 5th day of March 1897.

S. N. Owens

Plffs

Decree for Sale

W^m P Weston Admr et al Defts

This Cause Came on this day to be
heard upon the papers formerly read in
the Cause, the report of Special Commission-
er H. C. Joslyn, and argument of Counsel,
and the exceptions to the said Commissioners
report; upon consideration of which, the
Court adjudges, orders, and decrees that said
report be confirmed as to the Complainants
debt, and as to the land sold by Emma
Greer to S. N. Owens, and the exceptions to
the report are sustained in other particu-
lars; upon consideration whereof the Court
is opinion that the plaintiff has no security
for his debt except the tract of land hereby
directed to be sold. And the Court further
decrees that the plaintiff recover from
the defendant W^m P Weston Admr of Emma
Greer the sum of thirty dollars with inter-
est thereon from the 1st day of August 1892
till paid and the Costs of this Suit, and
that unless the same is paid within
thirty days from the rising of this Court
S. N. Blankenship who is ^{hereby} appointed a
Special Commissioner for the purpose
shall sell the land or a sufficiency

thereof to satisfy this decree. On a credit of Six, twelve and eighteen time except as to the Costs and expense of Sale which he will require to be paid down (the land here decreed to be sold is the Welsh land Sold Conditionally by S. N Owens to James Johnson and Shown by evidence to contain 10 or 12 acres.) He will make said Sale at the front door of the Court-house of Lee County Virginia, on the first day of Court, to the highest bidder, and he will require from the purchaser bonds with good security waiving the homestead for the deferred payments. But before selling he will execute bond before the Clerk of this Court in the penalty of \$150.00 Conditioned according to law and he will advertise the time place and terms of Sale for at least thirty days by posting written Notices thereof at the said Court-house door and two public places in the vicinity of the land. He will report his action to the next term of this Court, and the Cause is continued.

A Copy: Leste A B Munsey Clerk

S. N Owens
Copy of decree
W. P. Weston admr
Entered of file
1924-18-97 by clerks
ing a true copy of
the within Decree
to S. W. Blankenship
W. P. Weston S. G. L.

Copy for
S. W. Blankenship
Clerk \$1.00

Virginia

At a circuit Continued and held for
Lee County at the Court-house thereof on
Monday June 11th 1894

F W L Welch Guard for &c Plff
against
Amanda M Welch et al Dftls } In Chancery

This Cause came on this day to be
again heard upon the papers formerly read
and the report, receipts and exhibits of Spe-
cial Commissioner D C Sewell filed on
May the 22nd 1894. And was argued by Coun-
sel. On Consideration of all which no ex-
ceptions having been filed to said report
the same as well as the disbursements
made by said Commissioner for which
he filed proper receipts are each confirm-
ed and made final. And it further ap-
pearing from said report that Samuel
P Robnett purchaser of the land herein
sold has paid to F W L Welch Guardian
as per a former decree herein filed
his receipts with said report to that ef-
fect. It is adjudged ordered and decreed
that Commissioner Sewell is hereby dis-
charged from further liability resting upon
him as such Commissioner and his
acts as Commissioner are fully approved
and confirmed and that said Guardian
Welch as such become and is chargeable
with the proceeds arising from said sale
amounting on the 4th day of May 1894.

to \$370.70 and it is further decreed that
Said Sewell who is hereby appointed a
Commissioner for the purpose do con-
vey to Said purchaser Samuel P Robinett
the Said land, and report his action
to the next term of this Court. and
the Same is Continued

A Copy

Teste A B Munsey Clerk

F. W. L. Welch Guard
057 } Copy of Decree
No. 2

Amanda Welch et al

(2)

Clerk 25^{cts}

Virginia

At a Circuit Court Continued and held
for Lee County at the Court-house thereof
on Wednesday November the 14th 1894.

F. W. L. Welch Guard Plff }
against } In Chancery
Amanda Welch et al Defs }

This Cause Came on this day to be
again heard upon the papers formerly
read & the report of deed made by D C
Sewell Special Commissioner filed Oct 22nd
1894. to which there are no exceptions & was
argued by Counsel. On consideration of which
it is adjudged, ordered, & decreed that said
report be & the same is hereby confirmed
& the deed conveying the land in the bill
mentioned to S P Robinett the purchaser
thereof being seen & inspected by the Court
is confirmed & made final & it further
ordered that the Clerk of this Court deliver
to the said S P Robinett purchaser the said
deed & it is adjudged that said S P Robinett
pay to the said Sewell \$2.50 for making & re-
porting said deed for which execution
may issue & this cause is stricken from
the docket

A Copy

Teste A B Munsey Clerk

F. W. L. Welch Guard
vs } Copy of Decree^{No. 3}
Amanda Welch et al

(3)

clerk 25^{cts}

Virginia

At a Circuit Court Continued and held for Lee County at the Court-house thereof on Tuesday Nov 12th 1895:

S. M. Owens

Plff

against

W. O. Weston Admr et al Deft

In Chancery

This Cause come on to be heard upon the bill of the plaintiff and exhibits therewith, the process duly executed on the defendants, and on motion of the plaintiff W. A. Orr was appointed Guardian ad litem for Frank Greer and Emma Greer the infant defendants, and thereupon the said Guardian ad litem filed their answer. The adult defendants failing to appear, plead, or answer, the bill is taken for confessed against them. And it is further adjudged ordered and decreed that the plaintiff recover against the defendant W. O. Weston, administrator of the estate of Emma Greer deceased \$36.50 with legal interest on \$35.00 part thereof from the 1st day of August 1892 until paid and the Costs of this Suit;

and that H B Joslyn who is hereby appointed a Commissioner for the purpose do State and settle the account of W. P Weston administrator as aforesaid, and that he ascertain and report the indebtedness against said estate, and whether or not the personal estate will be sufficient to pay the same. And if not what real estate belongs to said decedent is liable to be subjected to the payment of said indebtedness, where situated and the annual rental value thereof, and whether or not the same will rent for a sum sufficient in five years to pay said indebtedness. The Commissioner before proceeding under this decree will give notice to the plaintiff and said administrator and report his action to the next term of this Court. And the Cause is continued.

A Copy Teste

A B Munsey Clerk

S. N. Owens
vs Copy of Decree
W. P. Weston adms

Executed by
delivering a copy
of the within decree
to H. C. Joslyn on the
Dec 11-1895.
J. M. Weston, C. L.
for Wm. P. Weston
S. L. C.

Copy H. C. Joslyn
C 75

S. N. Owens Plff } In Chancery
vs. W. P. Weston et al Defts }

Proceedings before H. C. Joslyn
Special Commissioner.

The deposition of
A. J. Lawson taken at the Circuit
Court Clerk's office in the town
of Jonesville Lee County Va., to
be read as evidence in behalf
of the parties, on the inquiries
directed to be made by said
Commissioner, on the 17th day
of Feby 1896.

Present S. N. Owens Plff. and
no appearance for the defendants.

A. J. Lawson a witness of
lawful age being duly sworn
deposes as follows.

Ques by The Commissioner.

Are you acquainted with the estate
of Emma Green Decd. if so how
long have you known the
same. Ans 2 am, and
have been several years.

Ques. Did Emma Green leave any personal
estate. if so what has become of it.

Ans. There was one cow left, and
some sheep. but not enough of anything

all put together to pay this debt. I don't
know what has become of them.
Ques. What real estate did Emma
Green own at her death, what
is its value, and for how much
will it rent per year.

Ans. I think there is about 16 acres
of the land, and it is worth
\$10.⁰⁰ per acre, and it might
rent for I should think \$10.⁰⁰
per year. I am certain this debt
is all Emma Green owed at
her death.

And further this deponent doth not
Witness Claims A. J. ^{his} Lawson
1 day 50 cts mark

Virginia Lee County To-wit:
I, Henry C. Goollyn Spl Commissioner
appointed by the Circuit Court for Lee
County, do hereby Certify, that the
foregoing deposition of A. J. Lawson
was duly taken. Sworn to and Subscribed
before me, at the time and place
mentioned in the Caption of the same.
Given under my hand this 17th
day of Feb 1896.

H. C. Goollyn,
Spl Commissioner,

S. M. Owens Ref
D.S. 3 In Chancery
W. P. Weston Adm^r
seft

The deposition of
A. J. Lawson

Filed Feb'y 18th 1896
A. B. Munsey Clerk

S. W. Owens Plff.

2 In Chancery

vs.
W. P. Weston Adm et al. Deft.

Proceedings before H. C. Joslyn
- 2^d Com. Commissioner. had this 15th
day of May 1896. at the office
of Dr & Blankenship in the town
of Jonesville. pursuant to notice
herewith filed. Present Dr & Blankenship
Council for Plaintiff, and S. C. Sewell
of Council for defendants.

S. S. Johnson a witness of lawful
age being duly sworn deposes
as follows.

Ques. 1. State your age, occupation & residence?

Ans. I am 47 years of age. I am a
farmer, and reside in Lee Co Va.

Ques. 2. State anything you may know a-
~~bout~~ bout the debt in this
Cause due from the Estate
of Emma Greer, deceased, to
the Plaintiff, S. W. Owens, what
it is for and all you may
know about it?

Ans. I know that Mr Owens built a
house for Emma Greer sed.
I was employed by him to
help build it. The work done
was reasonably worth \$35.00 The
amount charged for the same. This
work was done some three years

ago. The work was done fairly well, and Mrs Green moved into it, and lived there up to the time of her death. There was some little fault with the chimney, and Owens had it taken down and fixed differently. Made wider or something of the kind. I lived close to her. was about there considerable and never heard her complain about the house or work. I know Mr. Owens furnished the material and built the house. I don't know of Mr Owens ever getting any pay for this work. - X. Ex -

What did you do ~~in~~ ^{about} ~~and~~ this work & who employed you?

Ans. I cut the logs, helped saw the board timber, and helped make the boards. I was employed by Owens, and while he was away he got me to look after the timber, and I went to J. M. Fisher's and bought the trees out of which the ~~timber~~ ^{boards} was

A house was built

You were then acting as
Mr Owens agent in this
matter were you not?

Ans.

I was working for him at the
time. he said we would get
what we could off of Mrs
Greens land, and he would
buy some from Fisher. I could
not find any on her land,
and went and bought enough
for the whole thing from
Fisher. I was acting for Mr
Owens, in the matter, and
working for him at the time,
and he paid for all my
work.

The testimony of this witness
is excepted to as incompetent be-
it is clearly shown that he
was acting for Mr. Owens as
his agent & testifies against
the interest Mrs Green who
is incompetent to testify
by reason of her death.

D. C. Sewell
for Admr.

~~The further~~

Re-examination.

Ques. 1. Were you employed as the agent of S. N. Owens?

This question & any answer thereto because the Plaintiff & his Counsel have just called witnesses out & had a conference with him & C - D. F. Sewell.

Ans. I was not employed as the agent of S. N. Owens. but was working for him as a labourer.

Ques. 2. Were in you in anywise acting for him, or in other words were you not simply performing the labor & service in this matter as you were requested to do by the Plaintiff?

Ans. I was not acting for him. or I was just hired to him and done what he told me to do. And further this deponent doth not.

Witness

S. S. Johnson

Claims 1 day .50 cts

The further Taking of evidence in this account is adjourned until Friday May 22nd at 9 o'clock at the same place.

This May 15th 1896. H. C. Foslyn

Sp. Commissioner

Met pursuant to adjournment at
the same place, on this May 22^d 1896.
and no person appearing to testify in
this case. The further taking of
this account is adjourned until
further notice.

This May 22nd 1896.

H. C. Joslyn Spl. Comm.
Virginia Lee County So. wit:

I, Henry C. Joslyn a Justice of the
Peace for the said County, do hereby
Certify that the foregoing deposition
of S. S. Johnson, was duly taken, sworn
to and subscribed before me, at the
time and place mentioned in the
caption of the same.

Given under my hand this 22^d
day of May 1896.

H. C. Joslyn J. P.

Met pursuant to notice hereto
attached on this 8th day of Oct
1896. at the Office of Orr & Blankenship
present J. W. Orr for the Plff and
S. C. Sewell for Adm.
Anna Robinett a witness of
lawful age being duly sworn
deposes as follows.

1st ques. I am 66 years of age. I live

S. N. Owens Reff

vs. 3rd Chancery

W. P. Weston Admr et al Defts

The Deposition of

S. S. Johnson

Received from H. C.
Joslyn the JP before
whom taken & filed
May the 26th 1896

J. B. Munsey Clerk

Costs
Witness

.50

on Blockwater Lee Co Va. I do
 know S. N. Owens the Plff. and I
 also knew Emma Green ^{nee} she is
 my daughter. Some four years
 ago. S. N. Owens Contracted to build
 Emma Green a house worth
 thirty or thirty-five dollars. and
 he was to build her a neat
 little house to be comfortable.
 I don't know the size it was
 to be. he failed to get the house
 finished. and in payment he
 was to take a certain piece of
 land up above where he
 then lived. the land was to
 be valued. and he was to
 take the land for building
 the house. and if there was
 any more than to pay for the
 building of the house he was
 to pay it over to Emma Green.
 Mr Owens took possession of
 the land, and I have learned
 that Owens has sold it. Mrs
 Emma Green none of her represen-
 tatives have had any possession
 or control of this land since.

Emma Greer has been dead
Three years next Jan. 2 heard
them make this Contract in my
house. it was a verbal Contract.

+ Examined.

Ques 1. Do you know who Emma Greer got the land
from that Mr Owens was to have?

Ans. It was laid off to Welches heirs,
and Peter Robinett bought it
from them, and Peter Robinett
swapped it to Emma Greer
for some other land.

2. Did Peter Robinett pay the purchase money for said
land to the Welches?

Ans. This question is objected to
because the facts enquired
of is of record in the Lee
County Court Clerks office
in the Chancery cause of
F. W. L. Welch against the Welch
heirs viz the best evidence.

D. F. Sewell for Adver

Ans. I dont know whether he has or
not.

3. What is your information from the parties?

Ans. I understand from the parties that

Some of it is paid, and some is unpaid.

The question & answer are excepted to because ~~hence~~ & the records above referred to is the best evidence.

D.P. Swell for Adm.

Ques 4. Do you know who has possession of the land or do you just speak from what you have heard.

Ans. All I know is what I hear from others. ~~I know from~~

5. Did you hear the contract between Mr Owens & your daughter or did you only hear your daughter say what it was?

Ans. I heard it. at the fireside in my house.

6. Were any deeds made for the land between the parties?

Ans. Yes Sir. I recen so, but dont know myself. Peter Robinett made title ^{Bond} ~~a deed~~ to Emma Greer. I saw it. it was acknowledged at my house. Emma Greer did not make a deed to Mr S.N. Owens. He sent for him several times. for him to come for she would not be here long. - The

told me she wanted to settle up with him and make him a deed to save her children costs. and she told Owens's wife so.

7. Did you hear her tell Owens wife so?

Ans. Yes Sir. I did.

8. How could she make a deed to the land if she did not have the title?

Objected to because misleading there is nothing showing she did not have title.

D. F. Sewell

Ans. I have told you, she had a title bond.

9. How long before Mrs Greer's death was it that she sent the word to Mr Owens that you speak of.

Ans. I don't remember how long it. Might have been one. Two or three weeks.

10. What did Mr Owens lack of finishing the house.

Ans. He lacked, laying the floor. Making a door. and some in the loft. he layed the floor ^{without nailing} green when he was to lay a good tight floor.

11. Did Mrs Greer move into the house and if so

have long did she live in it?
 Ans. She lived in it from Spring till
 fall ^{and in the winter,} and tried often to get
 Owens to fix the house, but
 he would not. The house
 was built in the fall and
 winter and she moved into
 it the next spring - it has
 been 3 or four years I don't
 know which

Re-Examined.

What condition was Mrs
 Green when she sent for
 Mr. Owens to come & settle
 & make him the deed?

Ans. She was sick and confined to
 her bed.

Did Mr. Owens come
 when sent for?

Ans. No Sir. Not that I know of. until
 after she died.

And further this deponent doth not.

Witness claims Anna ^{his} Robinett
 1 day, 50. Cts. Mark

James M. Fisher another witness
 of lawful age. being duly sworn
 deposes as follows.

I am acquainted with the land
said to have been paid for the
house. Mr Owens had this land
in possession, about two years,
and James Johnson has had
possession of it about two years.
Johnson said he bought it from
Mr Owens. I think a fair
rental value of this land would
be \$10.00 per year. ~~I am acquainted~~
I have heard that there is 12 or
14 acres of this land. and I
should think it was worth
\$75.00 ^{not} I am ~~also~~ acquainted with
the price of land sought to be
sold in this case. I know
the house built by Mr Owens
for Mrs Greer. I done the last
work that was done on
the house. The floor was
laid down loose. large cracks
in it. There was some four
or five joist laid down flat
ways some of them. The loft
was pretty well covered with
loose plank. There was a
window served out. but not

Josh or Gloss in it. I made
a shutter for the window and
also for the door. and Mr
Omens paid me for them.

The foregoing answer is excepted to in so far
as it states anything said by James Johnson
and in so far as it states anything said about
the value of the land or rental value of the land
because hearsay, irrelevant and immaterial.

J. W. Orr. for Plff.

What would it be reasonably
worth to make these deficiencies
spoken of by you complete
in a workman-like manner.

This question is excepted to because the
witness has not proven what the Contract
was, or that there were deficiencies.

Orr. for Plff.

Ans.

I should think it would be
worth \$10.00 to finish up
the house in a workman like
manner.

Are you a carpenter?

Ans.

I am not by trade. but work
at it some.

Did you or not even hear Mrs
Green complain before her death

That Mr. Owens had not finish
the house according to their
contract?

Objected to because any statement made
in the absence of S. N. Owens would
be self serving

D.W.

Ans. Yes sir. I heard her say that
along in the Fall before she
died that winter,

Y. Cy

1 What no of acres is there in the land
you say Mrs. Green let Owens
have for building this house?

Ans. I dont know myself. but I have
heard it said - there was 12 or 14
acres.

2 What is it worth?

Ans. Objected, to because answered once
definitely.

D. F. Sewell.

Ans. If there is as many acres, as I
have been told there was, it
would be worth \$75⁰⁰

3 Then if the land is worth \$75.00 and
Mr. Owens bought it for \$30. or
\$35. how much would he be
damaged if the Heirs of Mrs. Green

can not make title thereto.

This question and any answer thereto is excepted to because misleading because there is no evidence to support any such proposition.

J. P. Sewell for the def.

Ans. He would be out about \$37.⁵⁰
Do you know the land & if so how long have you known it

Ans. I know the land, and have known it, about 40 years.
How much of it has been cleared since Mr. Owens & Mr. Johnson have been in possession of it.

Ans. I think Mr Owens & Mr Johnson have cleared $\frac{3}{4}$ of an acre, perhaps more.
Is it not a fact that Mr. Owens would lose all that he paid for said land if the title is not good.

Objected to because nothing is shown to be paid?

Ans. It looks like he would, unless he could get it out of something else.

Q. Yes What was it reasonably worth to do the work that Mr Owens done & had done

in the house?

Objected to because immaterial
as the contract should govern.
Sewell -

Ans. I dont think a Man Could
have done the work, so
for as the house was com-
pleted, for less than \$30.00

Ques You stated before the Justice on the trial of
the warrant in this Case that it was
worth \$35.00. Did you not?

Ans. If ever I stated it, I dont
recollect it, if I did it has
slipped my mind.

Ques What did Mr Owens pay you for your
work and what work did you do on the
house?

Ans. I dont know what he paid me.
Myself and another hand
put up the Chimney, I Sowed
out a window, & faced and Coed
it up, and put a shutter to it.
I faced up the door and put
a shutter to it, and I let
him have the house logs.
I dont remember what he paid
me for the house logs, it was

\$4.⁰⁰ or \$5.⁰⁰ for the timber in the woods to make the house log. I don't remember how much he paid me for my work on the house.

Ques. Your recollection is not very good about matters so far past is it?

Ans. I paid no attention to it, particularly after it was done and past.

Ques. Did you hear the contract between Mrs Greer & Mr Owens?

Ans. No Sir:

Ques. Did you take down a chimney to the house put up by Mr Owens and put up another?

Ans. It was put up as far as the arch, and Mrs Greer did not like the way it was put up, the fire place was too small. so we tore it out and put up another. Mr Owens had the work done, and paid for it.

- Re examined -

Did the chimney smoke after you had completed it?

Ans. The chimney smoked pretty badly, when large wood was used.

~~is it not a fact that you~~
~~were at the house during~~

Were ^{the} rock material furnished
you by Mr. Owens sufficient
to make a ^{good} chimney out
of?

Ans. A man could not make a good
chimney out of those rocks unless
he dressed them off.

Do you know whether the
chimney was taken down
& another built after
you completed it for Owens?

Have you seen any evidence
of it, if so what?

Ans. I don't know it to be down
myself, but I passed there
and saw some rocks that
looked like they had been
changed about, and had
the smoked side out. They
told me it had been re-
built

Objector to the answer
^{Mr. Y. & Y.}
Are you a stone mason?

Ans. Not by trade, but I work at
it sometimes.

16)

Would the Chimney have smoked if Mrs. Grier had accepted the fire place the size you first built it?

Ans.

I don't know.

You say you are a stone mason - is it not a fact that a chimney draws better with a small throat ^{or a large one.}

Ans.

I did not say I was a stone mason. I always found a small throat would draw the best, if the flue was not choked above.

Said you choked the flue above?

Ans.

I can't tell whether I did or not. The rocks might have done it. They were so large.

Said not Mr. Owens send you there to put up a good chimney - and did not Mr. Owens say that he wanted her satisfied about the work

Ans.

He sent me there to put up such a chimney as I could cut out of the rock. and I laid the rock up as I found them. it appeared like he wanted her satisfied about the fire-place.

17) How much per day did you get for your work on the Chimney?

Ans. one dollar per day.

And further this deponent doth not.

Witness Claims

James M. Fisher

1 day 50 Cts

~~Joseph Johnson~~

~~J. H. Owens~~ another witness of lawful age, being introduced by the plaintiff, deposes and says, after being duly sworn:

1 What is your age ~~and are you~~ the plaintiff in this

Ans. I will soon be 40 years old.

2 Are you acquainted with the house built by Mr. Owens for Mrs. Green?

Ans. I am.

3 What was the house reasonably worth just as Mr. Owens built it?

Objected to because immaterial. The Contract should govern - D. T. Lowell

Ans. I guess it ought to be worth \$35⁰⁰ That is what he was to have. I did not hear the Contract, but I understood he was to have \$35⁰⁰

The understand of the witness is objected to unless it was stated by Mrs. Green.

- Crop. Examined -

you state that Mr Owens was to get \$35⁰⁰ for building the house & that it was your understanding that he was to get 35⁰⁰, from whom did you understand that?

Ans. I heard him talking about it. Was the house completed if not what was lacking when Mr. Owens quit working on it?

Ans. It was not completed up, the floor was not finished, and the loft was laid down loose, & only 4 or 5 joist. I did not hear the Contract, and don't know what was to be done. There was a shutter to the windows but no sash or lights in it. There was some nails in the floor, and some of the planks were loose.

Are you acquainted with the land said to have been paid to Mr. Owens for building said house?

Ans. Yes Sir.

What is its fair cash rental
value per year?

Objected to because immaterial.

Orr

Ans.

It ought to be worth about \$10.00

per year. I guess.

What is it reasonably
worth?

Ans.

I don't know.

Give your best estimate
of its fair cash value?

Ans.

I would not want to give over
\$70.00 for it. They say there is
13 1/4 acres.

Have you ever worked on
said land or controlled it,
if so who did you work
for or who did you get control
of it from?

Ans.

I cleaned up some one acre for
Mr Owens and he paid me
for it. Then I rented it
from Mr Owens.

To whom did you pay the rents?

Ans.

I paid Mr Owens one year and
the next year I paid Jim
Johnson

~~From whom did Mr Johnson~~

did Mr. Johnson get it?

Ans. I think he got it from Mr. Owens.

How long was Mr. Owens in possession of it, using & controlling it before he let Mr. Johnson have it?

Ans. I think a little over 12 months

How long has Mr. Johnson had it in possession?

Ans. Three years this last spring & recon.

How did Mr. Johnson get it from Mr. Owens by purchase or renting?

Ans. He bought it of him or contracted for it. he bought a boundary and this was in it. and he bought. provided Owens got a right to it Jim Johnson was to get it.

~~Is it not a fact that Mr. Owens took possession of it about the time that the house was built for Mrs. Green & he there~~

Are you acquainted with the other land bought in this

Case to be sold? That is the other
Emma Green track?

Ans. No. I don't know anything about
it.

~~Y. Ex. Re - Ex.~~

1 Did you ever hear Mrs. Green say that Mr.
Green was to have \$35⁰⁰ for building the
house?

Ans. I heard her talk about it. but
am not certain that I did.

2 Did you ever hear her complain any
about the house not being finished before
she moved into it?

Ans. I did not.

3 How much rent did you pay owner
as rent for said land?

Ans. I just paid him $\frac{1}{3}$ for the new
ground, and $\frac{1}{2}$ for the old land,
and it was in a boundary of
other land that I tended and
I cannot tell just how
much I did pay on this
particular land.

And further this deponent with notes

Witness claims

Enoch ^{his} Johnson
mark

1 day 50 ct.

The further taking of deposition

in this case is adjourned until
Monday Oct 12th 1896. at the
same place.

This Oct 8th 1896.

H. C. Joslyn

2nd Court.

Met Pursuant to adjournment
on this Oct 12th 1896. at the office
of our T. Bloukenship. Present
our T. Bloukenship for the Plff.
and D. C. Sewell for the ~~Def.~~^{Adm.}

G. W. Veely another witness of lawful age
and being duly sworn deposes & says, for
Plff.

Ques 1. Are you acquainted with the house built
by S. N. Owens for Emma Greer and if
so what do you consider it was worth to
build said house.

Objected to because immaterial
& irrelevant, the contract price
should govern. D. C. Sewell for Adm.

Ans. I am acquainted with the house
S. N. Owens built for Emma Greer
and I think it is worth \$35.00

Q. Are you acquainted with the land Mr.
Owens was to have for building said house
and if so how much is there of it and what

is it worth?

Ans.

I am acquainted with said land.
There is, if I understood it right
there is 7 or 8 acres of it, and
it is worth \$4.⁰⁰ or \$5.⁰⁰ per acre.

3. Do you know whether there is any unpaid
purchase money due on said land from
Peter Robinson to Welch and if so how
much?

Ans.

I don't know.

X-Examined-

Are you acquainted with the
57 acre tract spoken of in
the Hantiffs Bill as adjoining
the lands of Thomas Lawton,
James Johnson, Lip Willis & Frank
Bygal?

Ans.

I am acquainted with said land.
What would be its fair
Cash rental value per
year?

Ans.

I reckon a man could give \$8.⁰⁰ or
\$10.⁰⁰ per year for it.

And further this deponent doth not.

Witness clonins
1 day. 50 cts

J. W. Keeley

S. T. Owens another witness of lawful age and being duly sworn deposes & says for Plff.

Ques 1. When did Emma Greer die?

Ans. The testimony of this witness is excepted to as incompetent, being the plaintiff & interested & party to the contract, Mrs Greer being against whom he testifies being dead. D. T. Sewell for Adv.

Ans. I think it was in Jan'y 1893.

2. Did she in her lifetime or her heirs since her death make or tender to you a deed for the land you was to have for building her house.

Ans. No Sir. They did not.

3. Did she or not have the title to said land.

Ans. Not waiving above exception to the competency of the witness, but relying thereon the question above is objected because the records is the best evidence

D. T. Sewell for Adv.

Ans. No Sir. She did not have any title to it.

4. Please state how the land came to her & from whom and is there any purchase money unpaid against the land & to whom?

objected for reasons stated above
D. S. Sumner

Ans.

She got it in exchange from Peter Robinett. Robinett bought it from France Welch. The land belonged to Rebecca Welch's heirs, and they beired it from Samuel Robinett's estate. it was laid off to them in the partition, and is a part of ^{and contains 7 or 8 acres.} No. 6. in the plat, ^{2 think 3} I have understood that there was purchase money behind, going to the Welches or their assignee, and is owing by Peter Robinett.

5. Have the Welch heirs conveyed this land to Peter Robinett, & has Peter conveyed to Emma Greer. if you know.

Ans.

I don't think they have. but my information is that they have not. I don't think he has conveyed to Mrs Greer. if he has I don't know anything about it. ~~The Plat shows that there is 8 1/2 acres of this land, and I think that is right.~~
Besides ~~information~~ objected above the information is hearsay & not admissible.

6. Are you willing now and have you been

willing all the time to take this land
according to your contract, provided
you could get a good title for the same.
I am. and always have been
willing to take the land, if I
could get a good title to it.
And further this deponent soith not.

Samuel N. Overy

G. W. H. Harris another witness
being duly sworn & introduced
by defendant.

Are you acquainted with
piece of land said to have
been paid to Mr S. N. Owens
on a house contract with
Mrs Green?

Ans. I am.

That is said land reasonably
worth per acre?

Ans. I think it ought to be worth \$7.⁰⁰
per acre. My judgment is that
there is from 8 to 10 acres

Are you acquainted with the
57 acre track mentioned in
Plaintiffs Bill as adjoining
Lawson, Willis & Ogden & others?

Ans. I am.

What is the fair cash rental value of it per year?

Ans. I think it ought to be worth from \$20.00 to \$25.00 per year.
+ Expend.

1. Are you acquainted with the land sold by S. N. Owens to Jacob Flanery, and if so how far is it from the 8 1/2 Acres.

I am. It joins it or perhaps very near. There may be a little strip between.

2. How does it compare with the 8 1/2 Acres in value per acre.

Ans. The Flanery land I think is worth the most per acre.

3. Then if the Flanery land sells for and is worth only \$4.00 per acre, you are too high on the value of the 8 1/2 Acres are you not?

Objects to because argumentation & misleading

Ans. If it sold that way I of course would be too high on the other.

4. How much tillable land is on the 8 1/2 acre tract.

Ans. I am not positive. How much

Cleared land there is. There is
from 10 to 15 acres.

And further this deponent doth not,
Witness claims / day, 50 cts. E. L. Harris

Annie Lawson another
witness of lawful age being
duly sworn deposes as follows.

Were you acquainted with Mrs Emma
Greene in her life time & are you
acquainted with S. N. Owens?

Ans. I was acquainted with her, and
am acquainted with him.

Did you or not ever have
a conversation with Mr S. N.
Owens about building the
house for Mrs Greene, if so
where was it, where & state
what it was?

Ans. This is excepted to because no foundation has
been laid for this enquiry. — Orr for Off.

Ans. I did have a conversation with
Mr Owens, in regard to the
house contract, it was at
my house, it was the same
morning, after the contract was
made. Mr Owens told me he had con-
tracted to build the house. he

said he was to put two floors in it. two doors. a chimney was to cover it. He said he was to take the land as pay, to take the land. how it valued. and to take the pay for building the house out of it.

Did he or not say how much he was to get for building the house? if so how much?

Ans.

The best I can remember about it. he said he was to have \$30.00 for it.

Were the floors & doors

completed? or in what condition was the house left by Mr. Owens?

Ans.

There was one door made, and put up. The back end of the loft was not all laid. The floor of the loft was put down and the joist was laid down flat. The lower floor was very open. it ^{was} keyed down. and there was some nails in it.

Mr. Owens said when it chred out, he would key it up and nail it down. I did not hear

anything said about any window.
but there was a window cut,
out and a wooden shutter put
to it. there was to be two
doors.

There were any sash or window
window sash or lights put in
the window?

Ans.

No Sir.

~~That~~ + Exhibit

1. Were you present when contract was made?

Ans.

No Sir. I was not.

2. What relation are you to Mrs. Greer?

Ans.

I am a sister to her. She is dead
and left two minor children.

3. Do you say all the joists were flat?

Ans.

If there was any that was not,
I don't remember it.

4. Did you examine the plank to see if nailed
down on the left?

Ans.

I did not examine them.

5. I believe you have stated that you saw
Mr. Owens nailing down the lower floor,
is that correct?

Ans.

I did not see him. but I saw his
hands nailing what was put in
it.

6. When did you first see the house after Mrs.

Greer moved into it?

Ans. I dont remember how many days
she was there ^{before} 2 days it,

+ Re Examined -

Did Mr. Owens. nail & key
the floor down after it dried
out as he said he would
do?

Ans. I did not hear any account of
it, if he did. The floor was
open when Emma died.

From whom did Mrs Greer
get the land from she
let Mr Owen have for
building the house?

Ans. She got it of Peter Robinett.

How did she get it?

Ans. She swapped for it.

What did ~~she~~ ^{he} get in
exchange for it?

Ans. She gave him her interest in
her fathers estate. for a share
that he got from the Welch
heirs. in the same estate.

Were there any deeds or
title bonds executed between
them in accordance with said swap?

Ans.

I don't know, only what they both said about it. She told me that she made Peter a deed to it. I don't remember that I ever heard Peter talk about it, but she told me. She got a little bond from him.

This is excepted to as self-serving &c and not admissible to prove anything.

Err for Off.

And further this deponent with cert.

Witness claims,

Anne Larsson

1 day 50 cts.

~~J. W. Orr another witness of lawful age
being first duly sworn depose and says~~

1 qus- ~~Have you an abstract copy of the partition
of the land of Samuel E. Robinson,
deceased which shows the number of
acres assigned to the Heirs?~~

The further taking of this account
is adjourned until Saturday
Oct 17th 1896. at ~~same place~~
at the office of S. C. Sewell.

This Oct 12th 1896.

H. C. Joslyn
Spl Comm.

Met at the office of Orr &
Blountship. by agreement on this
Feb 3^o. 1897.

W. P. Martin another witness being
only sworn deposes as follows:

1. As administrator of Emily Green
decd, please state if anything
came into your hands?

Nothing has as yet ^{has} come into
my hands.

2. Take the copies of decrees 1, 2 &
3 in the Cause of L. W. L. Welch
guard vs Amanda Welch & others
& file them as a part of your
deposition?

I do as directed & mark them
1, 2 & 3 -

- 3 What is your information as to
the whereabouts of Samuel P. Robinson?
Is he a resident or non-resident
of this state?

Ans He is a non-resident of this
state, but his whereabouts I am
unable to say, according to my
information.

The filing of the ^{alleged} copies of decrees as evidence, is
excepted to, because having no bearing on the
issue.

Orr & Blountship
for the off.

And further This deponent doth not.
W. P. Weston

Virginia Lee County To-wit.
I, Henry C. Foslyn Spl Commissioner, do hereby Certify, that the foregoing depositions of Anna Robinett, James M. Fisher, Enoch Johnson, G. W. Neely, S. N. Owens G. W. H. Harris, Anna Lawson and W. P. Weston, were duly taken, sworn to and subscribed before me, at the times and place, mentioned in the Caption of the same. Given under my hand this 3^d day of February 1897.

H. C. Foslyn
Special Commissioner.

S. M. Owens
vs. J. L. Chey
W. P. Weston
Admr of Emma
Green Decd.

The depositions
of S. S. Johnson
Anna Robinett
James M. Fisher
Enoch Johnson
L. W. Keely
S. M. Owens
L. W. H. Harris
Aving Lowson &
W. P. Weston.

Costs.

Witnesses 3.50

Sheriff 3.60

Filed Feb 15th 1887

J. K. Mendenhall Clerk

S. N. Owens Plff. } In Chancery.
W. P. Weston Adm et al ^{vs.} Defts. }

To the Honorable W. J. Miller Judge
of the Circuit Court for Lee
County Virginia.

Pursuant to an order entered in
your honor's Court on the 12th
day of November 1895. In which
I was appointed a Commissioner
to State and settle the administration
account of W. P. Weston Adm of
the Estate of Emma Greer Decd. to
ascertain the indebtedness of said
Estate, and what Real Estate she
owned at her death. its value
and the annual rental value
of the same. respectfully report
that on the 14th day of February 1896.
and on subsequent days. I proceeded
to perform that duty. after first
notifying all parties concerned of
time and place of sitting.
I find that the Administrator W. P.
Weston has had nothing in his
hands belonging to said estate
and there is no personal estate
for the purpose of paying this

or any debt owing by said estate
of Emma Green sec^d. That the
only debt due from said estate
is the one here reported amounting
to \$36.⁵⁰ with interest on \$35.⁰⁰ from
the first day of August 1892, which
interest amounts to \$7.⁵² up to March
1st 1896. with Justices Costs added
\$1.⁵⁰ makes the whole debt \$44.⁰²
up to March 1st 1896. There being
no personal estate, and the
rental value being according to
A. J. Lawson whose deposition is
filed herewith, only \$10.⁰⁰ per year.
will not in five years pay this
debt and the Costs of Suite, I
ascertain that there is but about
16 acres of land belonging to this
estate. and the value of same
is \$10.⁰⁰ per acre.

All of which is respectfully Submitted
Feb 17th 1896. Henry C. Joslyn
Commissioner

S. N. Owens Esq.

vs. J. L. Chancery

W. P. Weston Adm et al vs.

Commissioners Report

Filed Feb 18th 1896

A. J. Munnsey

And because there was no notice or appearance by the guardian ad litem.

March 6 1896. Andrew Sewell

2nd

This report is excepted to, because, 1st, W. P. Weston admⁿ has since the filing of this report, ^{been informed} that the estate of Emma Green owes the plaintiff no such debt but on the contrary the said plaintiff is partly indebted to said estate in a much larger sum.

The debt reported here is for the building of a house & the said Emma Green in her life time sold to said plaintiff or paid him 7 acres of land for the same, & he was to pay her the surplus, both the house & the land to be valued against cash by disinterested parties. The said plaintiff went into possession of the 7 acres of land & has sold the same to one John Johnston who has it in possession & for a much longer sum than he charges for the house filed herein to this effect.

Admⁿ.

Com^r's fee
J. L. Lawson att

5.00
50

S. N. Owens Plff.

} 2nd
Chey

W. P. Weston Adm et al Defendant

To the Honorable W. T. Miller
Judge of the Circuit Court for
Lee County Virginia.

Pursuant to a decree entered in
your honor's Court. on the 6th
day of March 1896. In which order
or decree. the above styled Cause
was re-committed to me for a
further report. as Commissioner
and having performed that duty
report as follows. on the 15th day
of May ¹⁸⁹⁶ and on several subsequent
days. after giving due notice to
all parties concerned, including
the Guardian Ad Litem for the
infant heirs. I have as best I
could performed the duty assigned
me and respectfully report. I
find the Adm. W. P. Weston has
had nothing in his hands that
belonged to the estate of Emma
Green decd. and that there is no
personal estate for the purpose
of paying this or any other debt
the estate might owe. The only
debt due from this estate is the
one sued upon by S. N. Owens
which I ascertain after taking

the testimony should be the
sum of \$30.⁰⁰

The facts in the case as well
as I can ascertain them are
as follows. Sometime about three
years previous to the bringing of
this suit. Emma Greer and S. N.
Owens made a trade. The terms of
which seem to be that Owens
was to build a house for Emma
Greer for the price of \$35.⁰⁰ and
in payment was to take a piece
of land from Emma Greer. to be
priced, and if the land was worth
more than the building of the
house. Owens was to pay her
the difference. Owens went on and
built the house and from the
testimony failed to do quite as
much work on the house. or
did not quite complete the job.
hence I report the building of
the house at \$30.⁰⁰ instead of
\$35.⁰⁰ the amount claimed by Mr
Owens. In the mean time Emma
Greer moved into the house
and Owens took possession of
the land, and has traded it to

one James Johnson provided he Owens gets a deed to it, I believe Johnson still has possession of this land, and from what I can learn it is worth about \$5⁰⁰ per acre, but the witnesses differ very much. Some put it as high as \$10⁰⁰ per acre while others put it as low as \$4⁰⁰ per acre.

Now Emma Greer was a daughter of Samuel E. Robinett, and in the division of his lands, 57 acres was laid off to Emma Greer as her share, and Emma Greer it seems swapped her share to Peter Robinett. For a share he Robinett had purchased from the Welch heirs, and I have been unable to find any deeds on record in which this share of Emma Greer has been deeded to said Peter Robinett, but as she could not, or did not give Mr Owens a deed or make any settlement with him for building said house, and Mr Owens being unable to get a title to the land she put him in possession of. I am

of the Opinion that the 57 acres
is still the property of Emma
Greer's heirs, and ought to be
subjected to the payment of her
debts, and from the testimony
this land will not rent for
enough in five years to pay
this debt of \$30⁰⁰ and the
costs of this suit. If the
Adm^r of Emma Greer's estate can
furnish a title to the land now
in possession of James Johnson
as a purchaser from S. M. Owens
then I would recommend that
Owens be made to take the
land at the price of \$5⁰⁰ per
acre. This matter seems to me
to be very much mixed up
and Peter Robnett who probably
is the only person that knows
all about how this matter stands
is a nonresident and his
whereabouts are unknown. so
it is very hard to get at the
real facts in the case. as for
as ascertaining which piece of
land Emma Greer really did
own at the time of her death

but as I have stated above
it is my opinion that the
57 acres spoken of in the
bill is really her estate, and
Mr Owens not having received
any pay for his building, provided
he gets no title to the land now
in possession of Johnson. That
Mrs Greer was to pay him
on the house transaction, that
said 57 acres ought to be made
to stand good to Owens for his
debt, All of which is

Feb'y 15th 1897. Respectfully Submitted
H. C. Foslyn
Special Commissioner

This report is excepted to
1st Because its findings are
contrary to the law & the
evidence -

2^d Because he concludes that
because the infant defendants
because infants cannot make
a deed to land traded for
building the house when it
clearly shown that they have
such title thereto that can
be enforced & title extracted
from them. Their mother from
whom they inherit had a title
found thereto from Peter or
S. P. Robinslett (see deposition

S. N. Owens Off

vs. J. L. Chancy

W. P. Weston Adm

of Anna Green sick
et al.

Commissioners

Report No 2.

Filed February 10 1897

W. P. Munsey Clerk

Court's fee \$10.00

of Anna Robinslett) & S. P. Robinslett
had deed therefor (see Decrees
in Klah case) - The Court should
have found the debt paid & the
amount due the defendants because
of over plus of land -

W. A. Orr Jr

Guard & Return
to P. S. for Adams.

For our adjudication

Drifted along for
some time, when Legg
left his warrant

Had no right to do
so. He could have
dismissed.

But he went and
got the papers in
the absence of the
Justice

Or & Olinger
Appellate Court.

Not so they simply
found that there was
a former adjudication

Wells if a warrant
is out, and still pay
leg, they cannot
bring this out.

Now all fasten

say that they will
prove the execution
of the note.

say Morris admits
he did give a note
but not this one

Will then say
an the right one

Admits owing -
Note so.

J. H. P. Legg,

I had an account
against Mr Morris.
On the 15th of April I
went to him, and told
him I had a check note,
He told me to sign
the note for him, I
signed his name to said,
note, at his request
and in his presence.
At the time I gave
him, he asked me the
amount of the note.

X 2

I thought the matter
was settled.

S. N. Owens
 Against W. P. Weston Adm of Anna Green's est. }
 On the 27th day of July 1895.
 (In debt.)
 At Gonzaville in said County.

JUDGMENT, That the Plaintiff recover of the Defendant \$ 35⁰⁰, with interest thereon from the
1st day of August 1892 till paid, and \$ 1⁵⁰ for costs.

H. C. Joslyn, J. P.

VIRGINIA--Lee County, To-wit: To J. B. Shufflebarger Constable of said County.

I command you in the name of the Commonwealth of Virginia, that of the goods and chattles of.....
W. P. Weston Adm of Anna Green's est.
 _____, in your county, you cause to be made the sum of \$ 35⁰⁰ with
 interest thereon from the 1st day of August 1892 till paid, which S. N. Owens
Owens has recovered before me
 warrant in debt, and also the sum of \$ 1⁵⁰ which were adjudged to the said S. N. Owens
Owens for costs in prosecuting said warrant.

Given under my hand the 27th day of July 1895.

A Copy Test.
H. C. Joslyn J.P.

H. C. Joslyn J. P.



1892

Apr. -

^{the} ^{is} ^{of} ^{the} ^{estate} ^{of} Emma Deen died
Dr
S. H. Owens
Labor on dwelling \$35.00

For
part
of
the
dwelling

State of Virginia
County of ...
to wit:

This day personally appeared before me
S. H. Owens and made oath that the above
act is just and unpaid.

James Fisher also makes oath in due
form of law that he personally knows
that said work was done and same
remains unpaid. Given under my
hand, Apr. 20th 1895

W. J. Owens

Estad. Emme. Dec.
L. & Act. 7835.00

J. H. O'Connell

Virginia, In The Circuit Court of
Lee County.

S. N. Owens Plff.

vs.

W. P. Weston Admr of Emma Green ^{et al} Deft.

} In Chcy.

Having been appointed Special Commr.
in the above styled Cause, by said Court,
on the 25th day of Nov 1895. Notice is
hereby given that on the 30th day of
Jan 1897. at the office of Cor & Blotenship
in the Town of Jonesville, Va. I shall
proceed to complete the execution of said
decree of said Court. All parties are
hereby notified to govern themselves accor-
-dingly. This Jan 20th 1897.

H. C. Forslyn
Spl. Commr

S. N. Owens
vs. { Notice } Du Cher
W. P. Weston Admr et al

I accept legal service
of the within. This
Janry 20th 1897.

W. P. Weston
Admr et al
of Emma Greer decd.

We accept legal ser-
vice of the within
notice. This Janry 20, 1897.
Orr & Blankenship,
Atty for S. N. Owens.

J. N. Owens Reft. } In chancery
vs. W. P. Weston Admr et al Reft.

Having been appointed Special Commissioner in the above cause by the Circuit Court of Lee County, on the 14th day of Nov 1895:

Notice is hereby given That on the 14th day of February 1896. at the office of Orr & Blaukenship in the town of Jonesville Va. I shall proceed to execute the decree of said Court. all parties are hereby notified and govern themselves accordingly.
This Feby 10th 1896.

H. C. Foslyn
Spl Commr

We accept legal service of the above notice
Feb 11th 1896.

Orr & Blaukenship, attys
for Plff.

I accept legal service of the
above notice
Feb 13th 1896.

W. P. Weston Admr

S. N. Owens
vs 3 Comr Notice
W. P. Weston Admr et al.

J. N. Owens Plff

Against

W. P. Weston Admr
of Bonoma Green Septs
et al

In Chancery

x x x x x x x x x x

On Consideration thereof it is adjudged
ordered and decreed, that said
exceptions be sustained, and the said
report is recommitteed to said commis-
sioner. he will proceed to discharge
the duties heretofore assigned him
after giving the adult parties, and
the Guardian ad litem, for the
infant defendants due notice of
the time and place of his sitting.
and will report his action to some
future term of this Court, and the
Case is continued.

A Copy Teste

(Signed).

A. B. Munsey Clerk

Commissioners Notice:

All parties interested in the decree from
which the above is an extract, will
take notice, that on the 15th day of
May 1896, at the office of Orr & Blountship
in Jonesville, I shall proceed to
execute the same. When and where
all parties interested are required to
attend, with such evidence as will
enable me to comply with said decree.

May 4th 1896.

H. C. Goslyn
-Pl-Comr.

S. N. Owens. Plff
v.s. } In Chancery
W. P. Weston
Admr et al Defts

We accept legal service
of this notice May 4/96.
Orr & Daubenshuf, attys
for S. N. Owens.

I accept legal service
of this notice May 4/96

W. P. Weston Admr
Further presented
may the 5. 1896
by delivering
a true copy of
the within notice
to W. P. Orr
S. S. Thurman
for
W. P. Weston

Virginia. In Circuit Court of Lee County.
S. N. Owens Plff.

vs.

} Du Chey.

W. P. Weston Admr of Emma Green^{et al} Deft

Having been appointed Spl Commr in the
above styled Cause, by said Court, on the
25th day of Nov 1895. Notice is hereby
given, that on the 30th day of Jan'y 1897,
at the Office of Orr & Blankenship in
the Town of Jonesville Va. I shall
proceed to complete the execution of said
decree of said Court. All parties
are hereby notified to govern themselves
accordingly. This Jan'y 20th 1897.

H. C. Joslyn
Spl Commr

S. N. Owens
vs. { Notice } In cheq
W. P. Weston Adm et al

I hereby accept over-
view of the within
notice this 22nd
day of Jan. 1897-
W. A. Orvis

Guardian ad litem

Virginia: In the circuit Court of Lee County,

S. H. Orum Plff

vs

} In Chy.

W. P. Weston Admr at-ab

Having been appointed Special Commissioner in the above styled cause, by said Court; on the 12th day of November, 1895; Notice is hereby given that on the 8th day of October, 1896, at the Office of Orm & Blankenship, in the town of Joursville, Va, I shall proceed to execute the decree of said Court; all parties are hereby notified to govern themselves accordingly.
This Sept 30th, 1896.

W. C. Jorlyn
Spl Comm

We accept legal notice of the above notice.
This Sept 30th, 1896.

W. P. Weston admr

S. H. Orum By

Wm A. Orm, Atty

Executed by

very Notice

Wm. Pluistero, Adm. et al

Oct 8th 1896

Executed by delivering a true copy of the within note to S. P. Robinson's wife at his house he not being found at his usual place of abode & she being a member of his family over the age of 16 years - I delivering the same to her on the 11th day and reading & explaining its purport to her. This Oct-7th 1896.

Even Bleed Rac Dr D. S.
for W. P. Weston S. L. C.

[illegible]

H. E. Jackson

Commonwealth of Virginia.

To the Sheriff of Lee County.

I Command you to Summons James Johnson
James M. Fisher, Anna Robinett, Andy
Lawson, Anna Lawson, Laverna
Johnson, Ernoch Johnson, to appear
at the Office of Orr & Blankenship, before me
H. C. Joslyn Spl Commr in Jonesville Va
on the 22^d day of May 1896, to testify, and
the truth to speak on behalf of the defen-
dants in a Suite now Pending in the Circuit
Court of Lee County, wherein S. M. Owens
is Plaintiff and W. P. Weston Adverset
al defendants, and This you shall
in no wise omit.

Witness H. C. Joslyn Special Commr. at
Jonesville Va on This 15th day of May
1896, & in The 120th year of the Commonwealth

H. C. Joslyn

Spl Commissioner.

S. N. Owens
vs. 3 Spas for
witnesses
W. P. Weston et al

Executed on May 21st
1896 by summoning
all the Parties herein
named

Ervin Bledsoe

DS

for W. P. Weston

850

Executed by summoning all
the Parties herein named
except James Johnson

Oct 7th 1896

Ervin Bledsoe

DS

for W. P. Weston

850

The Commonwealth of Virginia,

To the Sheriff of the County of Lee---Greeting:

WE COMMAND YOU, That you summon

W. P. Weston Sheriff of the
estate of *Emma Greer* deceased, *S. P. Robinson, Frank*
Greer & Betta Greer,

to appear at the Clerk's Office of the Circuit Court of the County of Lee, at the rules to be held

for the said Court on the *first* Monday in *October*, 189*5*, to answer a

bill in Chancery, exhibited against *them* in our said court by *S. M.*

Quens.

And have then there this writ. Witness, A. B. MUNSEY, Clerk of our said Court, at the court-

house, the *12th* day of *September* 189*5*, and in the

12/1st year of the Commonwealth.

A. B. Munsey Clerk.
by J. W. F. Richmond D.C.

J. N. Owens,

SUPRENA

vs.

IN CHANCERY.

W. P. Weston Adm'r
et als.

O. B. & E. — p. q.

To 1st Oct Rules,

Circuit Court. 1895.

It is ordered by delivering
an office copy of the
within unto Mr P
Weston, Frank Greer
Petta Greer and to
Elizabeth Robnett
wife of Peter Robnett
she being a member of the family over the
age of 16 years, Peter
Robnett not being
found at his usual
place of abode this
the 3rd day of Oct 1895.
Enrolled in Dept
for W P Weston SLC

giving her information as
to its purport